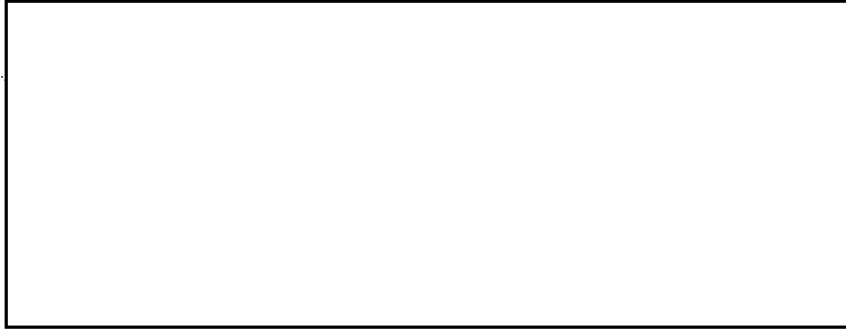


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SPECIFICATIONS

FOR

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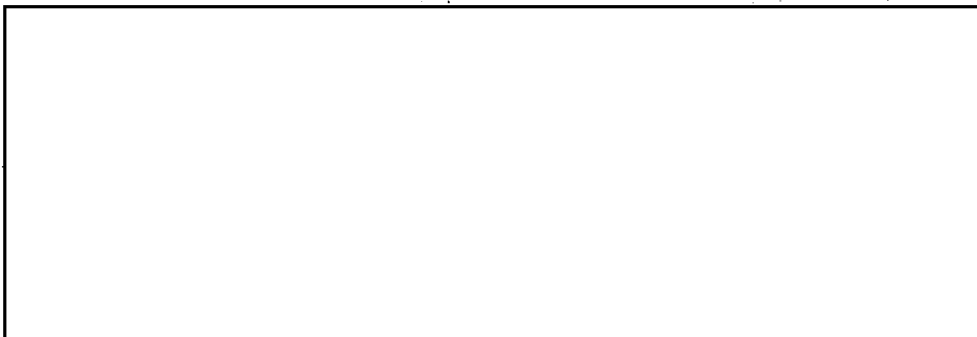


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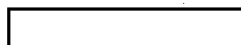
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STAT SPECIFICATIONS



DATE: 5 December 1977

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Pages

DIVISION 1 - GENERAL REQUIREMENTS

DIVISION 2 - SPECIAL PROVISIONS

DIVISION 3 - DETAIL REQUIREMENTS

ATTACHMENTS:

NOTICE:

Bids to be opened at
2:00 pm, ~~EST~~,
[redacted]

[redacted]
SPECIFICATION
NO:

STAT

STAT

at the Public Works Office
[redacted]

AT THE
[redacted]

STAT

CONTRACT NO: CC-

The Contractor shall follow the provisions set forth in the specifications and all applicable regulations and orders of Business and Defense Services Administration in obtaining controlled materials and other products and materials needed to perform this contract.

STAT

All questions concerning the bidding or any other phase of the plans and specifications occurring prior to bid opening shall be presented to the Public Works Officer (Telephone [redacted]) Questions requiring interpretation of drawings and specifications must be submitted at least 7 days before bid opening. Interpretations or modifications to specifications made as a result of questions will be made by addendum only, and unless so done, all bidders should base their bids on the plans and specifications as issued.

STAT

STAT

To inspect the site of the work before bid opening, prior appointment must be made with the Public Works Officer, [redacted]
[redacted]

1A-01. SCOPE

a) The work to be done under these specifications consists of reinsulating [] STAT
[] with R-11 nominal thickness and [] with STAT
R-19 nominal thickness of granulated mineral fiber insulation, complete and
ready for use.

ITEM A -

ITEM B -

ITEM C -

b) Location. The work shall be located at the [] STAT
[] The exact location will be indicated by
the Public Works Officer.

1A-02. GENERAL DESCRIPTION

The work includes furnishing labor and material to pneumatically install mineral
fiber insulation in attics and over porches through ceiling access hole.

*Should be clarified to assure that
intent is to have insulating mat
furn
by hand.*

1A-03. COMMENCEMENT, PROSECUTION AND COMPLETION OF WORK

The contractor will be required to commence work under this contract within 30
calendar days after the date of receipt by him of notice to proceed, to prosecute
said work diligently, and to complete the entire work ready for use within 45
calendar days after date of receipt of notice of award or any other communi-
cation authorizing the contractor to proceed. The time stated for completion
shall include final clean-up of premises.

a) Liquidated Damages: In case of failure on the part of the contractor to complete the work within the time fixed in the contract, or any extensions thereof, the contractor shall pay the Government as liquidated damages pursuant to Clause 5 of Standard Form 23A, the sum of \$25.00 for each day of delay. (See also entitled Additional General Paragraphs").

1A-04 - DELETED FROM SPECIFICATIONS

1A-05 - DELETED FROM SPECIFICATIONS

1A-06 - DELETED FROM SPECIFICATIONS

1A-07. MINIMUM WAGE RATES AND OTHER LABOR STANDARDS

The Contractor shall pay mechanics and laborers employed or working directly upon the site of the work wage rates not less than those contained in the wage determination decision of the Secretary of Labor, No. AQ2074 with modifications number 1 & 2, which is attached hereto.

1A-08. SECURITY REQUIREMENTS

No employee or representative of the Contractor will be admitted to the site unless he furnishes satisfactory proof that he is a citizen of the United States or, if an alien, that his residence within the United States is legal. This Activity operates under strict security regulations and all persons admitted to the Activity must be accompanied by an official escort, designated by the Activity's Security Officer, at all times. The Security Officer may authorize issuance of badges to selected responsible employees of the Contractor, which will permit the person issued the badge to act as escort for other Contractor personnel.

1A-09. FORM OF CONTRACT

STAT The contract will be executed on Standard Form 20, January 1961 edition. Construction Contract, and will include ☐ Labor Standards Provisions; and ☐ General STAT Provisions.

The following additional footnote is added to Clause 21 of General Provisions: "In accordance with regulations of the Secretary of Labor, the rules, regulations, orders, instructions, designations, and other directives issued by the President's Committee on Equal Employment Opportunity and those issued by the heads of various departments or agencies under or pursuant to any of the Executive Orders superseded by Executive Order 11246, shall, to the extent that they are not inconsistent with Executive Order 11246, remain in full force and effect unless and until revoked or superseded by appropriate authority. References in such directives to provisions of the superseded orders shall be deemed to be references to the comparable provisions of Executive Order 11246.

Clause 41, General Provisions, at the end of paragraph (d), delete the following: "If the contract involves more than 6 months work or is described as hazardous character in the Invitation for Bids, Schedule, or Specifications, the following paragraph (e) will apply."

To General Provisions, add the following new clause:

"97. EQUITABLE ADJUSTMENTS: WAIVER AND RELEASE OF CLAIMS

"(a) Whenever the Contractor, after receipt of notification of the change made pursuant to the clause of this contract entitled "Changes" or after affirmation of a constructive change thereunder, submits any claim for equitable adjustment under that clause, such claim shall include all types of adjustments in the total amounts to which that clause entitles the Contractor, including but not limited to adjustments arising out of delays or disruptions or both caused by such change. Except as the parties may otherwise expressly agree, the Contractor shall be deemed to have waived (i) any adjustments to which it otherwise might be entitled under the aforesaid clause where such claim fails to request such adjustments, and _____

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(ii) any increase in the amount of equitable adjustments additional to those requested in its claim."

"(b) Further, the Contractor agrees that, if required by the Contracting Officer, he will execute a release, in form and substance satisfactory to the Contracting Officer, as part of the supplemental agreement setting forth the aforesaid equitable adjustment, and that such release shall discharge the Government, its officers, agents and employees, from any further claims, including but not limited to further claims arising out of delays or disruptions or both, caused by the aforesaid change."

LISTING OF EMPLOYMENT OPENINGS (1973 Sept.)

(This clause is applicable pursuant to 41 CFR 50-250 if this contract is for \$2,500 or more.)

(a) The Contractor, to provide special emphasis to the employment of qualified disabled veterans and veterans of the Vietnam era, agrees that all suitable employment openings of the Contractor which exist at the time of the execution of this contract and those which occur during the performance of this contract, including those not generated by this contract and including those occurring at an establishment of the Contractor other than the one wherein the contract is being performed but excluding those of independently operated corporate is being performed but excluding those of independently operated corporate affiliates, shall be offered for listing at the appropriate office of the State employment service system wherein the opening occurs and to provide reports to such office regarding employment openings and hires as may be required.

(b) Listing of employment openings with the employment service system pursuant to this clause shall be made at least concurrently with the use of any other recruitment service or effort and shall involve the normal obligations which attach to the placing of a bona fide job order, including the acceptance of referrals of veterans and non-veterans. Listing of employment openings does not require the hiring of any particular job applicant or from any particular group of job applicants referred by the employment service system. Nothing contained herein is intended to relieve the Contractor from any requirements in any Executive Order or regulation regarding non-discrimination in employment.

(c)(1) Reports required shall include, but not be limited to, periodic reports which shall be filed at least quarterly with the appropriate employment service office or where the Contractor has more than one establishment in a State, with the central office of that State employment service. Such reports shall indicate for each establishment (i) the number of individuals who were hired during the reporting period, (ii) the number of those hired who were disabled veterans, and (iii) the number of those hired who were non-disabled veterans of the Vietnam era. The Contractor shall maintain copies of the reports submitted until the expiration of one year after final payment under the contract, during which time they shall be made available, upon request, for examination by any authorized representatives of the Contracting Officer of the Secretary of Labor.

(2) Whenever the Contractor becomes contractually bound to the listing provisions of this clause, he shall advise the employment service system in each state wherein he has establishments, of the name and location of each such establishment in the State. As long as the Contractor is contractually bound to these provisions and has so advised the State employment service system, there is no need to advise the State system of subsequent contracts. The Contractor may advise the State system when he is no longer bound by this contract clause.

(3) If the contract is for less than \$10,000 or if it is with a State or local government, the procedures set forth in subparagraphs (1) and (2) of this paragraph (c) are not required.

(d) This clause does not apply to the listing of employment openings which occur and are filled outside the 50 States, the District of Columbia, Guam, Puerto Rico, and the Virgin Islands.

(e) This clause does not apply to openings which the Contractor proposes to fill from within his own organization or to fill pursuant to a customary and traditional employer-union hiring arrangement. This exclusion does not apply to a particular opening once an employer decides to consider applicants outside of his own organization or employer-union arrangements for that opening.

(f) As used in this clause:

(1) "All suitable employment openings: includes, but is not limited to, openings which occur in the following job categories: production and nonproduction; plant and office; laborers and mechanics; supervisory and nonsupervisory; technical; and executive, administrative, and professional openings which are compensated on a basis of less than \$18,000 per year. This term includes full-time employment, temporary employment of more than three (3) days' duration and part-time employment"

(2) "Appropriate office of the State employment service system" means the local office of the Federal-State national system of public employment offices with assigned responsibility for serving the area of the establishment where the employment opening is to be filled, including the District of Columbia, Guam, Puerto Rico, and the Virgin Islands. "

(3) "Openings which the Contractor proposes to fill from within his own organization" means employment openings for which no consideration will be given to persons outside the Contractor's organization (including any affiliates, subsidiaries, and the parent companies), and includes any openings which the Contractor proposes to fill from regularly established "recall" and "rehire" lists.

(4) "Openings which the Contractor proposes to fill from within his own organization or to fill pursuant to a customary and traditional employer-union hiring arrangement" means employment openings for which no consideration will be given to person outside of a special hiring arrangement, including openings which the Contractor proposes to fill from union hiring halls, which is part of the customary and traditional employment relationship existing between the Contractor and the representatives of his employees.

(5) "Disabled veteran" means a person entitled to disability compensation under laws administered by the Veterans Administration for disability rated at

thirty percent (30%) or more, or a person whose discharge or release from active duty was for a disability incurred or aggravated in line of duty.

(6) "Veteran of the Vietnam era" means a person who was discharged or released within the 48 months preceding his application for employment covered under this part and who (i) served on active duty for a period of more than 180 days, any part of which occurred after August 5, 1964, and was discharged or released therefrom with other than a dishonorable discharge, or (ii) was discharged or released from active duty for service-connected disability if any part of such duty was performed after August 5, 1964.

(g) The Contractor agrees to place this clause (excluding this paragraph (g) in any subcontract directly under this contract provided, such subcontract is for \$2,500 or more. (Subcontracts for personal services are exempted from this requirement.)

(h) Failure of the Contractor to comply with the requirements of this clause may result in termination for default of the contract concerned."

1A-10. CONTRACTOR'S INVOICE

Requests for payment in accordance with the terms of the contract shall consist of contractor's invoice on Form [redacted] which shall show in summary form, the basis for arriving at the amount of the invoice. The format, content, and number of copies required shall be as further prescribed by the Public Works Officer and shall be subject to his approval. The submission of the required data shall not otherwise affect the contract terms. [redacted] will be furnished by the Public Works Officer.

1A-11. MANDATORY INSURANCE COVERAGE

(a) Within 15 days after the award of this contract, the successful bidder shall furnish to the Public Works Officer, [redacted] a certificate of insurance as evidence of the existence of the following insurance coverage in amounts not less than the amounts specified below:

<u>Type of Insurance</u>	<u>Coverage</u>		
	<u>Per Person</u>	<u>Per Accident</u>	<u>Property</u>
1. Comprehensive General Liability	\$100,000	\$300,000	\$10,000
2. Automobile Liability	100,000	300,000	10,000
3. Workmen's Compensation	As Required by State Law		
4. (Other as Required by State Law)			

The Comprehensive General and Automobile Liability policies shall contain a provision worded as follows: "The insurance company waives any right of subrogation against the United States of American which may arise by reason of any payment under the policy." The certificate of all policies shall provide for notice of cancellation to the Public Works Officer, [redacted] and the certificates shall indicate that the above provision has been included.

(b) The Prime Contractor shall also furnish such a similar certificate of insurance as evidence of the existence of such coverage for all sub-contractors who will work on the job. This certificate shall be furnished not less than five (5) days before such subcontractor forces enter the Government premises.

1A-12. PERFORMANCE AND PAYMENT BONDS

Performance and Payment Bonds shall be executed on Standard Form 25, June 1967 edition, Performance Bond, and Standard Form 25-A, June 1964 edition, Payment Bond.

1A-13. SPECIFICATIONS AND STANDARDS

The specifications and standards referenced in this specification (including addenda, amendments, and errata listed) shall govern in all cases where references thereto are made. In case of difference between the referenced specifications or standards and this specification or its accompanying drawings, this specification and its accompanying drawings shall govern to the extent of such differences; otherwise, the referenced specifications and standards shall apply.

When a number in parentheses is suffixed to a referenced Federal or Military specification or standard symbol, it denotes the effective amendment or change to the document.

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1A-14. POSTING OF WAGE RATES

Where compliance with Clause 1 of Standard Form 19A requires posting the wage determination decision in an exterior location, it shall, along with other documents required to be similarly posted, be displayed in a weatherproof display case.

1A-15. WORK OUTSIDE REGULAR HOURS

Normal working hours at this Activity are 0800 to 1630 hours Monday through Friday. If the Contractor desires to carry on work outside of regular hours or on Saturdays, Sundays or holidays, he shall submit application to the Public Works Officer, but shall allow ample time to enable satisfactory arrangements to be made by the Government for inspecting the work in progress. At night, he shall light the different parts of the work in an approved manner.

1A-16. CHANGED CONDITIONS

Whenever changed conditions as defined in Clause 4 of Standard Form 23-A are encountered, and wherever conditions exposed during the course of the work necessitate a change from quantities indicated or specified as either estimated quantities or as a basis for bids, whether or not provision for a change in price for such variation is specified, the Public Works Officer must be notified in writing and written direction to do so must be obtained before quantities stated in the contract documents are exceeded.

1A-17. DEFINITIONS

Where "as shown," "as indicated," "as detailed," or words of similar import are used, it shall be understood that reference is made to the drawings accompanying this specification unless stated otherwise. Where "as directed," "as required," "as permitted," "approved," "acceptance," or words of similar import are used, it shall be understood that the direction, requirements, permission, approval, or acceptance of the Public Works Officer is intended unless stated otherwise. As used in this specification, "provide" shall be understood to mean "provide complete in place," that is, "furnish and install."

1A-18. METHODS AND SCHEDULES OF PRECEDURES

The work shall be executed in a manner and at such times that will cause the least practicable disturbance to the occupants of the buildings and the normal activities of the station. Before starting any work, the sequence of operations and the methods of conducting the work shall have been approved by the Contracting Officer.

1A-19. OPERATION OF STATION UTILITIES

The Contractor shall not operate nor disturb the setting of any control devices in the station utilities system, including water, sewer, electrical and steam services. The Government will operate the control devices as required for normal conduct of the work. The Contractor shall notify the Public Works Officer, giving reasonable advance notice when such operation is required.

1A-20. EXAMINATION OF PREMISES

Before submitting proposals, bidders are expected to visit and inspect the site of the work and satisfy themselves as to the physical conditions at the site; the general and local conditions, including availability of labor; the nature and extent of the work; the character and effect of existing adjoining and/or adjacent work; and other factors that can affect the cost of the performance of the contract to the extent that such information is reasonably obtainable.

1A-21. PROTECTION AND REPAIRS

The Contractor shall comply with the fire prevention requirements, security rules and regulations of the Activity, and shall provide approved means necessary for the protection of all Government and private property, including contents of buildings affected directly or indirectly by his operations. All damage to Government or private property, resulting directly or indirectly from the Contractor's operations, shall be made good by him without expense to the Government. The Contractor shall protect the materials and work from deterioration and damage during construction and shall store and secure inflammable material from fire, remove oily rags, waste and refuse from buildings each night and during cold weather furnish all heat necessary for the proper conduct of the work. He shall provide and maintain all temporary walkways, roadways, trench covers, barricades, colored lights, danger signals, and other devices necessary to provide for safety and traffic.

1A-22. EXISTING WORK

Existing work damaged or otherwise affected by the Contractor's operations shall be restored to a condition as good as existed before the work was commenced, except where indicated or specified otherwise. Where new construction adjoins, connects to, or abuts the existing work, the junction shall be made in a substantial workmanlike and weathertight manner as the case requires. All new work shall match, as nearly as practicable, the existing adjoining and/or adjacent similar work unless indicated or specified otherwise. Except where specifically designated as being retained by the Government or to be reinstalled in the new construction, all materials, fixed equipment, and debris resulting from demolition and removal operations, shall be removed by the Contractor from the limits of the Government reservation at such times during the progress of the work as directed.

1A-23. PAYROLLS AND AFFIDAVITS

The Prime Contractor, will be required to submit a copy of each weekly payroll together with a Contractor's Weekly Statement of Compliance covering the payroll to the Public Works Officer within seven days after the regular payment date of the payroll period. The receipt of these payrolls and statement is made a condition precedent to payment for any amounts due under the contract.

1A-24. PAYROLL

The payroll shall be identified by the name of the Contractor, contract number, and the location of the site of the work. Payrolls shall state accurately and completely for each employee, his name, classification, Social Security number, rate of pay, daily, and weekly hours worked, wages earned, all deductions from such wages and the actual weekly wages paid. Contractors are required to submit employee's address with the payroll on which the employee's name first appears.

1A-25. CONTRACTOR'S WEEKLY STATEMENT OF COMPLIANCE

Contractor's Weekly Statement of Compliance shall be executed on the form furnished for the purpose by the Public Works Officer. Contractors shall list by title or name, all deductions made, omitting from the listing the dollar amount of the deductions.

1A-26. SWORN AFFIDAVIT

A sworn affidavit accomplished by the Contractor, stating that he and his subcontractors have complied with the Labor Standards Provisions of the contract, must accompany each request for reimbursement. Affidavit form will be furnished by the Public Works Officer.

1A-27. SUBCONTRACTORS AND PERSONNEL

Promptly after the award of the contract, the Contractor shall submit to the Public Works Officer, in triplicate, a list of his subcontractors and the work each is to perform. On this form shall appear the names of the key personnel of the Contractor and subcontractors, together with their home addresses and telephone numbers. From time to time as changes occur and additional information becomes available, the Contractor shall amplify, correct and change the information contained in previous lists.

1A-28. STORM PROTECTION

Should warnings of winds of gale force or stronger be issued, the Contractor shall take every practicable precaution to minimize danger to persons, to the work, and to adjacent property. These precautions shall include closing all openings, removing all loose materials, tools and/or equipment from exposed locations; and removing or securing scaffolding and other temporary work.

1A-29. SAFETY REQUIREMENTS

The Contractor shall comply with the [REDACTED] "General Safety Requirements," revised March 1958. The Contractor and his sub-contractors shall maintain an accurate record of, and shall report to the Public Works Officer, exposure data and all accidents resulting in death, traumatic injury, occupational disease, or damage to property, materials, supplies, and equipment incident to work performed under the contract. The report shall be submitted on Standard Form 92 and shall be in accordance with "Instructions to Contractor for Preparation of Supervisor's Report of Accident"; the "Instructions" and the required forms will be furnished by the Public Works Officer.

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1A-30. NOTICE REGARDING BUY AMERICAN ACT (SEPTEMBER 1962)

The Department of Defense has changed its Buy American Act rules. General speaking, exception from the Buy American Act will be permitted only in the case of nonavailability of domestic construction materials. A bid or proposal offering nondomestic construction material will not be accepted unless specifically approved by the Office of the Secretary of Defense.

1A-31. AVAILABILITY OF UTILITY SERVICES

Electric and water service will be made available to the Contractor at the nearest available existing outlets at prevailing Government rates which may be obtained upon application to the Commanding Officer. The Contractor will be required to furnish all labor, equipment and materials to make utilities connections and to furnish and install valves, transformers, and meters for each service. The Contractor shall determine that each source is adequate and suitable for requirements of his equipment before making connection and on condition or a condition satisfactory to the Public Works Officer. No guaranty of any kind is made as to the continuity and level of the supply of such utility services. They will be reduced or suspended as the needs of the Government require and the Government shall not be liable for any damages sustained as a result of such reduction or suspension, nor for any failure of the supply lines to the Contractor's connections. Unless specified otherwise in this section entitled "General Paragraphs" final connections to existing utilities shall be made by the Contractor under the direct supervision of Government personnel.

1A-32. INVESTIGATION OF LABOR CONDITIONS

The wage determination decision of the Secretary of Labor attached hereto, or included by addendum, is made a part of this contract solely for the purpose of setting forth the minimum hourly wage rates required to be paid by the Davis-Bacon Act and is not to be considered as a guaranty, warranty, or representation as to the wage determination decision, the wage rates therein, the prevailing wages, or

the availability of labor at the wage rates indicated. Bidders are advised to make their own investigations and to rely solely upon their own information as to local labor conditions, such as wage rates necessary to attract labor, the length of the workday and workweek, overtime compensation, health and welfare contribution and available labor supply, and as to prospective changes or adjustments of wage rates or employment conditions in the area concerned that might affect the operations under the contract. Neither a mistake in attaching the wage determination decision of the Secretary of Labor or in the determination or statement of the wage rates set forth therein shall entitle the bidder to the cancellation of his bid or contract, to an increase in the contract price, or to other additional payment or recovery, except when the Contracting Officer modifies the specified wage rates and when the requirements of paragraph 1A-39 below are satisfied.

1A-33. MODIFICATION OF MINIMUM WAGE RATES

The Contracting Officer reserves the right to require the Contractor to pay the minimum wages set forth in the wage determination that is applicable to this contract and in effect at the time of award (irrespective of the wage rates set forth in the specification) and, if necessary, to modify the contract accordingly. The Government shall not be liable to the Contractor to increase the contract price or to make any other additional payment as a result of any such modification made by the Contracting Officer in the specified wage rates, except that an equitable contract price adjustment shall be made (1) when the Contractor clearly demonstrates that his investigation of the wage rates at the site did not, and that a reasonable investigation could not, disclose that wage rates higher than those previously specified would have to be paid, and (2) when the Contractor clearly demonstrates that he actually and reasonably based his bid or proposal upon wage rates lower than those required to be paid by such modification.

1A-34. APPRENTICES

Apprentices employed pursuant to the wage determination decision contained in this contract must be registered in a bona fide apprenticeship program registered with a state apprenticeship council recognized by the Federal Committee on Apprenticeship, U.S. Department of Labor, or if no such recognized council exists in a state, a program registered with the Bureau of Apprenticeship, U.S. Department of Labor. The ratio of apprentices to journeyman mechanics shall not exceed that recognized by the agency of registry as prevailing.

1A-35. SPECIAL REQUIREMENTS

(a) The Contractor shall abide by all security requirements of the Activity

(b) Once work has begun, it shall proceed uninterrupted to completion unless halted by the Public Works Officer or his designated representative.

(c) To inspect the site of work before bid opening, prior appointment must be made with the Public Works Officer, [REDACTED]

(d) The Contractor shall notify the Public Works Officer [REDACTED] at least 2 days in advance of planned operations.

1A-36. PERSONNEL REQUIREMENTS

STAT The Contractor and all personnel employed by him shall be fully qualified and experienced in their particular field of work. Full name, date, place of birth, and current address of each employee shall be supplied to the Public Works Officer, Five (5) days prior to start of work.

1A-37. EQUAL EMPLOYMENT OPPORTUNITY (1972 August) (This clause applies only to employees recruited in the Continental United States.)

(a) Certification of nonsegregated facilities. By the submission of this bid, the bidder, offerer, applicant, or subcontractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. He certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where suggested facilities are maintained. The bidder, offerer, applicant or subcontractor agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom or otherwise. He further agrees that (except where he has obtained identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of Equal Opportunity clause, that he will retain such certifications in his files, and that he will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods):

NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENTS FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES

A certification of Nonsegregated Facilities, as required by the May 9, 1967, order on Elimination of Segregated Facilities, by the Secretary of Labor (32 Fed. Reg. 7439, May 19, 1967) must be submitted prior to the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity clause. The certification may be submitted whether for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually). (Mar. 1968) (Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001).

(b) Certification of nonsegregated facilities by subcontractors and federally assisted construction contractors (Mar. 1968). Prior to the award of any subcontract, required to contain the Equal Opportunity clause contained in this contract, the Contractor shall obtain the certification set forth in 2-201(a) (xli). This certification may be required by the Contractor, either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

(c) During the performance of this contract, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisement for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(3) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency Contracting Officer, advising the labor union or workers' representative of the contractor's commitments under this Equal Opportunity clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The Contractor will comply with all provisions of Executive Order 11146 of September 24, 1965, as amended by Executive Order 11375 of October 13, 1967, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 of October 13, 1967, and by the rules, regulations, and orders of the Secretary of Labor or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the Contractor's noncompliance with the Equal Opportunity clause of this contract or with any of such rules, regulations or orders, this contract may be cancelled, terminated or suspended in whole or in part, and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 of October 13, 1967, and such sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 of October 13, 1967 or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by Law.

(7) The Contractor will include the provisions of Paragraphs (1) through (6) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 of October 13, 1967, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance.

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DIVISION 1 - GENERAL REQUIREMENTS

SECTION 1B - BIDS

1B-01. INSTRUCTIONS TO BIDDERS

Standard Form 22, October 1969 edition, Supplement to Standard Form 22, and Invitation for Bids, Standard Form 20, January 1961 edition, shall be observed in the preparation of bids. Bidders shall affix their name and return addresses in the upper left corner of bid envelope. Envelopes containing bids must be sealed.

1B-02. BID GUARANTY

Bid guaranty will be required as stipulated on the reverse side of Standard Form 20.

1B-03. ITEMS OF BIDS

Bids shall be submitted, in duplicate, on Standard Form 21, December 1965 edition: Bid Form, with Standard Form 19B Representation and Certifications, October 1969 edition, and in accordance with Standard Forms 20 and 22, upon the following items:

	<u>Est. Qty</u>	<u>Description</u>	<u>Unit Price</u>	<u>Total</u>	
Item A	<div></div>			\$ _____	STAT
Item B				\$ _____	
Item C				\$ _____	
				\$ _____	

1B-03.1 The quantity listed in bid schedule is estimated and is approximate only. The Government does not guarantee such quantity.

1B-03.2 The estimated quantity given in the bid schedule will be used by the Public Works Officer as a basis for evaluating bids. The unit price will be the basis for payment for actual work performed.

1B-03.3 The evaluation of bids will be made by multiplying the estimated quantities by the unit price bid. The accumulated total price of bid items A, B and C will be used to award the contract to the lowest responsible bidder. The estimated quantity given is for the purpose of evaluating the bids only, and there is no guarantee actual or implied, that the Government requires services in the quantity given in the bid schedule.

1B-04. TELEGRAPHIC MODIFICATION OF BIDS

Telegraphic modifications of bids in accordance with Standard Form 22 may be made. STAT
Two signed copies of the telegram in a sealed envelope marked, "Copies of telegraphic
modification of bid for Insulating [redacted] Specification No. [redacted]
[redacted] should be forwarded immediately to the office to which the written bids
were submitted. STAT

1B-05. LATE BIDS, MODIFICATIONS OF BIDS OR WITHDRAWAL OF BIDS (1973 JUL)

(a) Any bids received at the office designated in the solicitation after exact time specified for receipt will not be considered unless it is received before award is made and either:

(i) it was sent by registered or certified mail not later than the fifth calendar day prior to the date specified for the receipt of bids (e.g., a bid submitted in response to a solicitation requiring receipt of bids by the 20th of the month must have been mailed by the 15th or earlier); or

(ii) it was sent by mail (or telegram if authorized) and it is determined by the Government that the late receipt was due solely to mishandling by the Government after receipt of the Government installation.

(b) Any modification or withdrawal of bid is subject to the same conditions as in (a) above. A bid may be withdrawn in person by a bidder or his authorized representative, provided his identity is made known and he signs a receipt for the bid, but only if the withdrawal is made prior to the exact time set for receipt of bids.

(c) The only acceptable evidence to establish:

(i) the date of mailing of a late bid, modification or withdrawal sent either by registered or certified mail is the U.S. Postal service postmark on the wrapper or on the original receipt from the U.S. Postal Service. If neither postmark shows a legible date, the bid, modification or withdrawal shall be deemed to have been mailed late. (The term "postmark" means a printed, stamped, or otherwise placed impression that is readily identifiable without further action as having been supplied and affixed on the date of mailing by employees of the U.S. Postal Service.)

(ii) the time of receipt at the Government installation is the time/date stamp of such installation on the bid wrapper or other documentary evidence of receipt maintained by the installation.

(d) Notwithstanding the above, a late modification of an otherwise successful bid which makes its terms more favorable to the Government will be considered at any time it is received and may be acceptable.

1B-07. TELEGRAPHIC MODIFICATIONS OR WITHDRAWAL OF BIDS

Telegraphic modifications or withdrawal of bids will be considered as specified herein. TELEPHONIC RECEIPT OF TELEGRAPHIC MODIFICATIONS OR WITHDRAWAL OF BIDS WILL NOT QUALIFY THE TELEGRAM AS TIMELY. The telegram must be received at the place specified for receipt of bids prior to the exact time set for receipt of bids.

END SECTION 1-B

DIVISION 2 - SPECIAL PROVISIONS

2A-01. OFFICE OF THE CONTRACTOR. The Contractor shall maintain an office or place of business with complete telephone service. Such office or place of business shall be manned during all normal working hours, and at any other time when work is in progress. Telephone service shall be toll free or authorized to accept collect calls from the Public Works Officer or his designated representatives, for the ordering of work or for any other purposes in connection with the work.

2A-02. NORMAL WORKING HOURS shall be from 8:00 am to 4:30 pm., Monday through Friday, Federal National Holidays excluded.

2A-03. BILLING AND PAYMENT

Requests for payment, in triplicate, may be submitted once per calendar month. Each request for payment shall include all work performed and shall be quoted as total percentage completed to date of billing. Any disagreement as to percentage completed shall be resolved by accepting the Contracting Officer's decision. A ten percent retention of payment shall apply to any partial payments made prior to final completion and acceptance by the Government. Such retention is in accordance with provision of Clause 7 of the General Provisions.

2A-04. CHANGE ORDERS

The Contracting Officer may require additional work not included in the original scope of the contract. In this event, costs will be negotiated with the Contractor and a written change order signed by the Contracting Officer will be issued. No payments will be made for any additional work not covered by a written and duly signed Change Order.

END SECTION 2-A

*Compared to
General Plan.*

DIVISION 3 - DETAILS REQUIREMENT

STAT 3A-01. General. Materials and method of installation shall conform to the applicable requirements of the manufacturers specifications, except as specified otherwise herein. This specification covers granulated mineral fiber thermal insulation for use in by pneumatic application Type I, Class A.

3A-02. Scope Details. The work includes reinsulating of attics with present R-Rating of approximately 7, and installing new insulations The STAT required applications shall provide a rating of R-19.

The contractor will furnish all labor, materials, equipment, tools, supplies and services necessary for or incidental to a complete installation in conformity with these specifications.

3A-03. Applicable Documents: The following specifications and standards of the issues listed below (including the amendments, addenda and errata) but referred to thereafter by basic designation only, form a part of the specification to the extent required by the references thereto.

- (A) Federal Specification: UU-S-48 - Sacks, Shipping, paper
- (B) Federal Standard 123 - Marking for Domestic Shipment
- (C) Military Standard:
 - MIL-STD-105- Sampling Procedures and Inspection
 - MIL-STD-129-Marking for Shipment and Storage
- (D) American Society for Testing and Materials:
 - C168 - Definition of Terms
 - C236 - Thermal Conductance
 - C687 - Thermal Resistance
 - E-84 - Surface Burning Characteristics

3A-04. General Requirements: The work covered by these specifications, require that the contractor shall be qualified and skilled in this type of application and he must demonstrate that he has done jobs of equal scope. All conditions which may impair proper installation shall be reported to the Public Works Officer before work commences. No installation shall be performed in freezing weather or other conditions, except under conditions approved by the Public Works Officer and recommended by the manufacturer.

3A-05. Material: Material shall be mineral fiber made from mineral substances such as rock, slag, or glass processed from ^{malton} malton state into an incombustible fibrous form. Type I Insulation shall be mineral fibers as originally processed for further mechanically processed to produce a mineral fiber suitable for pneumatic application.

3A-06. Physical Requirements

a) Surface Burning Classification: When tested in accordance with ASTM, E-84 insulation shall have a flame spread rating not greater than 25. The smoke developed rating shall not be greater than 50.

b) Corrosiveness: Test specimen - Specimens shall be used, each measuring 1 inch by 4 inches by approximately 1/2 inch thick. Apparatus - two polished-steel test plates 1 inch wide, 4 inches long and 0.020 inches thick. They shall be of clear finish cold-rolled strip steel, American Quality, Quarter hard, temper no. 3, weighing 0.85 lb/sq. ft. The steel test plates shall be rinsed with CP Benzol until their surfaces are free from oil and grease and allowed to dry. One piece of cold-rolled steel shall be placed between the two insulation specimens and secured with tape or twine. The test specimen and the sterile cotton covered plate shall be suspended vertically in an atmosphere having a relative humidity of 95 percent \pm 3 percent, and a temperature $120^{\circ} \pm 3^{\circ}$., for 96 hours, and then be examined for corrosion.

c) Moisture Absorption. When tested in accordance with ASTM C553, the moisture absorption of the insulation shall be a maximum of 2 percent by volume.

d) Non-Fibrous Content. When tested, the nonfibrous content of the insulation shall be no greater than 20 percent by weight.

e) Loss of Ignition. When tested, the loss of ignition for Class A material shall be 1 percent or less.

f) Thermal Conductance. When tested in accordance with ASTM C236 or C687, the thermal conductance of the insulation shall be used to determine the thermal resistance.

3A-07. Marking. Each bag of insulation shall be marked with the following:

- a) Name of manufacturer
- b) Type of Insulation, Pneumatic
- c) Minimum weight of insulation per bag
- d) The Manufacturer Recommended minimum thickness, maximum coverages, and minimum weights per square foot to provide the level of insulation thermal resistance (R)

3A-08. Work Performance

a) Work shall be performed in a workmanlike manner to the satisfaction of the Contracting Officer or his designated representative.

b) Upon completion of work, the contractor shall remove from the site all debris and leave the area broom clean.